

McBREEN & KOPKO
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Attorneys for Linda Prellwitz

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

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In re:

CATCH 22 LINY CORP. d/b/a REEL

Chapter 11

Case No.: 16-75160 (REG)

Debtor.

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**JOINDER AFFIRMATION OF KENNETH A. REYNOLDS IN FURTHER
SUPPORT OF DEBTOR'S MOTION AND AFFIRMATION EXTENDING TIME
TO EXTEND OR REJECT ITS LEASES**

Kenneth A. Reynolds duly affirms under the penalties of perjury as follows:

1. I am an attorney admitted to practice law in the United States District Courts for The Eastern, Southern, Northern and Western Districts of New York and am a member of McBreen & Kopko, attorneys for Linda Prellwitz.

2. I am familiar with the facts and circumstances set forth herein.

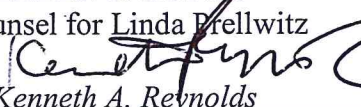
3. This Affirmation is submitted in joinder with and in further support of Debtor's Motion, Affirmation and Reply Affirmation Extending Debtor's Time to Assume or Reject its Leases made by Robert J. Spence, Esq., as Debtor's counsel.

4. Mrs. Prellwitz joins in the arguments made by Robert J. Spence, Esq., as counsel To the Debtor, including but not limited to the validity of the leases, the effectiveness of the leases, the current status of the rent payments and the effectiveness of the pre-petition assignment of leases to the Debtor.

5. Contrary to the assertions made by Dennis Houdek, Esq., as counsel to the Debtor's Landlord, at paragraph "13" of his opposition papers, stating that negotiations have "...ground to a halt", is entirely inaccurate and without merit. Mr. Houdek confirmed to me in the presence of others that the Landlord would allow an assumption and assignment of the leases. However, in an effort to reduce said agreement to a writing Mr. Houdek failed and refused to respond to multiple phone calls and emails made by affirmant to address this topic. Furthermore, Mr. Houdek's reference to "Potential Preferences" demonstrates a failure to understand that past consideration is not being proposed as fair and equitable post-petition consideration to the Debtor. Any leases hereafter assumed and assigned would be done through Debtor's plan which is still being formulated.

WHEREFORE, based upon all of the foregoing, it is respectfully requested that Debtor's Extension Motion be granted in its entirety.

Dated: Jericho, New York
March 24, 2017

McBREEN & KOPKO
Counsel for Linda Pfellwitz
By: 
/s/ Kenneth A. Reynolds
Kenneth A. Reynolds
A Partner of the Firm
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